



## Terms of Use

**1. Duration of Agreement & Termination.** The Makery at Hannaford Career Center (Henceforth The Makery) may terminate Terms of Use at any time with reasonable notice. Notwithstanding the preceding and notice period, The Makery reserves the right to terminate access to and use of The Makery facilities at any time, immediately and without notice, if the Member fails to comply with any provision of this Agreement and The Makery General Safety Rules and Conduct as well as lab specific rules. The Makery reserves the right to amend the The Makery General Safety Rules and Conduct from time to time and at its sole discretion. The Makery will notify Member of any changes to said rules and regulations in writing and prior to such rule changes taking effect. Upon the termination of this Agreement, Member shall thereafter have no further right to use The Makery facilities in any manner and Member shall make no further use of The Makery other than to remove personal items. All advance fees, if any, shall be justly prorated and returned to Member, along with any deposits, within 30 days of the termination of this Agreement. Personal items must be removed from The Makery within 15 days of the termination of this Agreement, after which period they become the property of The Makery.

**2. Description of Services.** The Makery agrees to provide Member with access to non-exclusive, clean, well-maintained equipment and workshop facilities, reasonable electrical power, and wireless internet.

**3. Member Obligations.** Member shall only use the facilities in accordance with The Makery The Makery General Safety Rules and Conduct policy. The shared facilities shall be kept in a neat, clean, and attractive condition at all times. Member will not cause any damage to any part of The Makery, including unreasonable or inappropriate wear on equipment or damage to the building in which The Makery is located. Member shall not disturb the use and enjoyment of the services by any other Member of the The Makery or the use and enjoyment of the The Hannaford Career Center by any occupant of the The Hannaford Career Center. The Member shall not use The Makery facilities for any inappropriate or unlawful activity including obscenity and use of material protected by intellectual property laws.

**4. Fees.** Member agrees to make payments in the amount, form and manner acceptable to The Makery. Failure to make monthly payments as described will result in the termination of this Agreement and revocation of Members to use the facilities. In addition, Member shall pay all reasonable third party fees (attorney's fees and debt collection fees specifically included) and other costs incurred by the The Makery in connection with any late payments or past due amounts.

**5. Risk of Use.** Member acknowledges that he/she is using the facilities at his/her own free will and decision. Member acknowledges that The Makery does not have any liability with respect to Member's access, participation in, use of the facilities, or any loss resulting from such participation or use. Risk of use is further detailed in The Makery Contract.

**6. Interruption of Service.** Member acknowledges that due to the imperfect nature of electronic communications, internet accessibility and scheduling. The Makery shall not be responsible for damages, direct or consequential, which may result for the failure of The Makery to furnish any of the services. The Makery will, however, act in good faith and in a commercially reasonable manner in working to remedy any flaws in the facilities or equipment, or delays in providing access to the facilities or equipment to the Member during prescribed hours.

**7. Relationship of the Parties.** Member is not an employee or contractor of The Makery or the Hannaford Career Center. Exceptions to this may be granted under if the Member also functions as a Mentor during operational hours. Notwithstanding, The Makery has no right to the work produced by Members or Mentors working at The Makery. Members shall maintain all copyrights, patents, and any other proprietary rights related to the Member's works that are created using the facilities.

**8. Partial Invalidity.** If any one or more of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

**9. Waiver.** No delay or omission on the part of The Makery in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of the The Makery, nor shall any waiver of such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion.

**10. This agreement is not a lease and does not reflect any form of tenancy or interest in real property in favor of the member.** This Agreement is subject and subordinate to the governance and operation of The Makery by The Hannaford Career Center. This Agreement shall terminate simultaneously with the termination of The Makery by The Hannaford Career Center. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Vermont.